



April 27, 2016

TO: JD Kehrman, City Manager

FROM: Eric McPeak, Local Manager (Alliance Water Resources)

RE: **CITY PURCHASE REQUEST**
Wastewater Treatment Plant
#2 Blower, East Aeration Basin

The #2 Blower for the East Aeration Basin needs to be replaced. This is one of two 100 hp blowers that aerate the East Aeration Basin. The original unit was sent to Cullum and Brown for repair but due to internal housing damage the unit cannot be repaired. Quotes for a new replacement unit are as follows:

Quotations:

Excelsior Blower Systems-	\$20,273.00
Cullum and Brown-	\$21,019.00
FTC Equipment -	\$23,739.00
JCI Industries-	\$26,176.47

At this time, I am requesting approval to purchase a new unit from Excelsior Blower Systems to replace the original unit in the amount of \$20,273. This is an improved model from Gardner Denver. We included \$20,000 in the annual budget for blower repairs. This purchase would take the place of the repair expenditure included in the 2016 annual budget.

If you have any questions, please contact me.

Cc: Gary Johnson, file



EXCELSIOR
BLOWER SYSTEMS

Quote #: 81048

Date: 4/26/16

F.O.B.: Factory

Delivery: 5 weeks

REV:

Attn: Mark Mendenhall

Alliance Water

Nevada, MO

Terms: Net 30

QUOTATION

Qty	Part #	Description	Price	Extend
1	7CDL14R	New 7CDL14R CycloBlower Gardner Denver Delivered Price Unit is NEW, not Remanufactured	\$20,273.00	Delivered Price

Notes:

Freight, Taxes or Export Crating are not included in quote unless otherwise stated. Quote is valid for 45 days. Estimated pricing is not guaranteed. Price Quoted are in US Dollars.

By: DAN FULTON Accepted: _____ Date: _____

331 JUNE AVENUE, BLANDON, PA 19510 PHONE: 800-921-0002 OR 610-921-9558 EXT: 121 FAX: 888-317-2461

DAN@EXCELSIORBLOWER.COM

WWW.EXCELSIORBLOWER.COM



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Monday, April 25, 2016

Alliance Water Resources
16517 South 1338 Road
Nevada, MO 64772

Phone: 417-448-2761

Attention: Mark Mendenhall

Subject: Gardner Denver Cycloblower

Quotation #: 0609530652C_P
Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	Gardner Denver Cycloblower Model 7CDL14R <ul style="list-style-type: none">Newest model; replaces model 7CDL14PDimensionally & functionally equivalent	1	\$26,176.47

Courtney Peace

Courtney Peace
Application Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.
816-803-9607

Terms & Conditions			
Lead Time	10 Weeks After Receiving Order	Payment Terms	Net 30
Shipping Method	Best Way	Shipping Terms	Freight Included



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STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
 9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Quote

Date	Estimate #
4/25/2016	8420

Name/Address
City of Nevada Attn: Accounts Payable City Hall 110 South Ash Nevada, MO 64772

Ship To
City of Nevada Waster Water Treatment Plant 16517 S. 1338 Road Nevada, MO 64772

Terms	Rep	FOB	FTC Job #
Net 30	LM	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
1		Misc	Gardner Denver Blower 7CDL14P, S/N: S295827 Gardner Denver 7CDL14P Blower The lead time is 9 weeks.	23,739.00	23,739.00

Thank you for your business.

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.

Subtotal	\$23,739.00
Sales Tax (8.35%)	\$0.00
TOTAL	\$23,739.00